

complainant.

defendant to the plaintiff, as alleged in paragraph "6" of the  
6. Denies that there is any debt owed by the  
complainant.

5. Admits the allegations of paragraph "5" of the  
complainant.

4. Admits the allegations of paragraph "4" of the  
complainant.

3. Admits the allegations of paragraph "3" of the  
MILLS.  
belief, that plaintiff was the disponent owner of the M/V  
of the complainant, except defendant admits, on information and  
form a belief of the truth of the allegations of paragraph "2"  
2. Denies knowledge or information sufficient to  
complainant.

1. Admits the allegations of paragraph "1" of the  
this action, as follows:

its attorneys Cardillo & Corbett, answers the complainant in

Defendant Majilam Export (Singapore) Pte, Ltd., by

**DEFENDANT'S ANSWER**

UNITED STATES DISTRICT COURT	SOUTHERN DISTRICT OF NEW YORK
SCAN CHART K/S,	
04 Civ. 9193 (DAB)	
-x-	
Plaintiff,	
-against-	
WAJILAM EXPORTS (SINGAPORE) PTE, LTD.,	
Defendant.	
UCC 68 2004	
U.S.D.C. S.D.N.Y.	CASHIERS
Cardillo & Corbett	

complainant; and

arbitration in London of the disputes alleged in the Arbitral Awards, that Plaintiff and defendant be referred to the Convention on the Recognition and Enforcement of Foreign A. pursuant to 9 U.S.C. §201 and Article III.3. of

WHEREFORE, defendant prays that:

court, as recited in paragraph "12" of the complaint.

12. Admits that Plaintiff sought an order of this

Admiralty and Maritime Claims.

meaning of Rule B of the Supplemental Rules for Certain found within the Southern District of New York, within the of the within answer on the Plaintiff defendant could not be complainant, except defendant admits that prior to the service 11. Denies the allegations of paragraph "11" of the

Party under English Law.

and attorneys' fees are usually awarded to the prevailing complainant, except that defendant admits that interest, costs 10. Denies the allegations of paragraph "10" of the complainant.

9. Admits the allegations of paragraph "9" of the complainant.

8. Admits the allegations of paragraph "8" of the

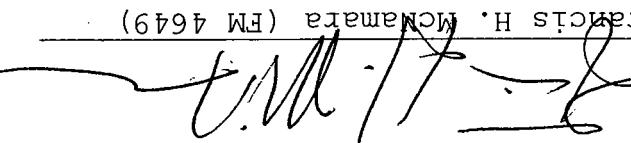
alleged in paragraph "7" of the complaint.

7. Denies that defendant breached the charter, as

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29 Broadway  
Cardillo & Corbett  
Francis H. McNamara (FM 4649)

By:



WILLIAM EXPORT (SINGAPORE) PTE, LTD.

Dated: New York, New York  
December 8, 2004

court may deem must and proper.

C. that defendant have such other relief as this

of arbitration; and

B. the within action be stayed pending the outcome